

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), made and entered into the 7th day of May, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the state of Nevada, hereinafter called the CITY, and the SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC., hereinafter called the ASSOCIATION, an organization representing the common interest community defined by the boundaries of the Sun City Summerlin Development, hereinafter called the COMMUNITY;

WITNESSETH:

WHEREAS, the Federal Aviation Administration (the "FAA") recently approved a right-turn flight path from McCarran International Airport resulting in low altitude take-off flights of commercial jet aircraft over the COMMUNITY; and

WHEREAS, numerous petitioners, including the ASSOCIATION, filed a motion for a stay in the Ninth Circuit Court of Appeals, requesting that such right-turn flights be enjoined until the Court could review a challenge of such petitioners to such decision of the FAA, which challenge is scheduled to be briefed by the end of May, 2007; and

WHEREAS, the ASSOCIATION, along with the other petitioners, desire to avoid the costs involved in pursuing such legal recourse, and the CITY is willing to assume the responsibility for the direct costs of such action, to include all attorneys fees, court costs and expert witness fees;

NOW, THEREFORE, in consideration of the foregoing recitals and in the joint best interests of the CITY and ASSOCIATION, it is agreed as follows:

1. The ASSOCIATION shall remain with the other petitioners and the CITY in pursuing this litigation in the Ninth Circuit Court of Appeals to challenge the above referenced right-turn flight decision of the FAA, all of such petitioners to be jointly represented in such matter by CHEVALIER, ALLEN & LICHMAN, LLP of Costa Mesa, California.

2. The City shall pay all legal fees associated with such action, including the legal fees and costs of the above law firm in litigating the petition, the court costs associated with the action, the witness fees necessitated thereby, including expert witness fees, and any legal fees and costs imposed by the court against the petitioners as a result of such action.

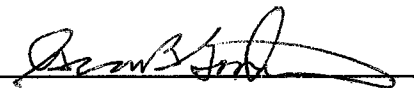
3. In addition, in the event any third party files an action against the petitioners as a result of the foregoing litigation, the CITY shall take on the representation of the petitioners named in such action, reserving the right to hire outside counsel as may be deemed appropriate, and shall litigate such action through conclusion thereof, including any appeal of the matter. Subject to the limitations of liability set forth in NRS 41.035 the CITY shall hold the petitioners harmless and indemnify petitioners against any such claims.

4. Neither party shall assign or transfer any right or obligation covered by this MOU.

5. It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions of this MOU to create in the public or any member thereof a third part beneficiary status hereunder, or to authorize anyone not a party to this MOU to maintain a suit for any claims pursuant to the terms or provisions of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year first above written.

City Of Las Vegas


Oscar B. Goodman, Mayor

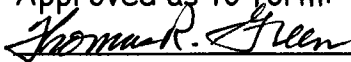
Sun City Summerlin Community Association, Inc.


Allan J. Baer, President

ATTEST:


Beverly Bridges, Acting Clerk

Approved as to form:

 5/10/07
Deputy City Attorney Date